

2-0128

145

11-00

**AGREEMENT**

**between**

**THE COUNTY OF MERCER**

**and**

**P.B.A. LOCAL 167**

**of**

**THE POLICEMEN'S BENEVOLENT ASSOCIATION**

**EFFECTIVE: January 1, 1990**  
**EXPIRATION: December 31, 1991**

## CONTENTS

### Preamble

1. Recognition
2. Management Rights
3. Union Security
4. Work Schedules/Job Assignments
5. Equal Treatment
6. Work Rules
7. Position Classifications
8. Seniority
9. Grievance Procedure
10. Discipline/Discharge
11. Pay Scales or Rates of Pay
12. Overtime
13. Call-in Time
14. Shift Pay
15. Insurance and Retirement Benefits
16. Paid Leaves of Absence
17. Non-Paid Leaves of Absence
18. Child Care/Maternity Leave
19. Military Duty
20. Holidays
21. Annual Vacation Leave
22. Longevity
23. Work Uniforms and Meals
24. Safety and Health
25. Bill of Rights
26. Separability and Savings
27. Oral Modification
28. General Provisions
29. Duration of the Agreement

### Appendix

PREAMBLE

This Agreement, dated June 26, 1990, between the County of Mercer, hereinafter referred to as the "Employer", and PBA Local 167, hereinafter referred to as the "Union".

WHEREAS, the County has voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees, insofar as such practices and procedures are appropriate to the functions and obligations of the County to retain the right to effectively operate in a responsible and efficient manner and are consonant with the paramount interests of the County and its citizens; and

WHEREAS, the parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the County by the statutes of the State of New Jersey; and

WHEREAS, it is the intention of this Agreement to provide, where not otherwise mandated by statute or ordinance, for the salary structure, fringe benefits, and employment conditions of employees covered by this Agreement, to prevent interruptions of work and interference with the efficient operations of the County and to provide an orderly and prompt method for handling and processing grievances;

WHEREAS, the Employer and the Union entered into an Agreement on \_\_\_\_\_, which Agreement was approved by the Board of Chosen Freeholders.

NOW, THEREFORE, the parties agree with each other as follows:

1. RECOGNITION

1.1 The Employer recognizes the Union as the sole and/or exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all of its employees in the classifications listed under Appendix A hereto, and by reference made a part of this Agreement, and for such additional classification as the parties may later agree to include.

1.2 For the purposes of this Agreement, the term "employee" shall mean those persons who are on the County payroll on or after the date of execution of this Agreement.

2. MANAGEMENT RIGHTS

2.1 The County retains and may exercise all rights, powers, duties, authority and responsibilities conferred upon and vested

in them by the Laws and Constitutions of the State of New Jersey. Except as specifically abridged, limited or modified by the terms of this Agreement between the County and the P.B.A., all such rights, powers, authority, prerogatives of management, and responsibility to promulgate and enforce reasonable rules and regulations consistent with provisions of the New Jersey Employer - Employee Relations Act (N.J.S.A. 34:13A-1 et seq).

3.

### UNION SECURITY

3.1 Upon receipt of a lawfully executed written authorization from an employee the Employer agrees to deduct the regular monthly union dues of such employee from his/her pay and remit such deduction by the end of the next month following the pay period in which deductions were made to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted. Such deductions shall be made in compliance with "3 Title 52 of the Revised Statutes" as amended. The authorization shall remain in effect unless terminated by the employee upon written notice of withdrawal or by termination of employment. The filing of notice of withdrawal shall be effective to halt deductions as of the January 1st or July 1st next succeeding the date on which notice of withdrawal is filed as provided in N.J.S.A. 52:14-15.9(e) as amended.

3.2 Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, any employee previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit, or any temporary employee who does not join within the date of satisfactory completion of the probationary period or the completion of a three (3) month period following the beginning of employment, whichever is sooner, shall as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to 85 percent of the regular Union membership dues, fees, and assessments as certified by the Union to the Employer.

The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

The determination of the appropriate representation fees, those employees covered, payroll deduction provision, challenges to fair share fee assessments, time for fair share payments, and all other questions relating to the Agency Shop Law and its proper interpretation shall be made in accordance with Public Law

1979, Chapter 477, and N.J.S.A. 34:13A5.4, et. al.

3.3 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action by the Employer under the provisions of this Article.

#### 4. WORK SCHEDULES/JOB ASSIGNMENTS

4.1 The Employer retains the absolute authority to determine, establish, define and change the work schedules, work shifts and job assignments at both the Correction and Detention Centers. The employer will discuss with the Union employee job reassignments, removals on charges in work schedules or assignments.

4.2 Whenever a vacancy occurs in a regular work schedule in the classification of County Correction Officer, employees holding such title shall be given preference of this work schedule and job assignment in accordance with their seniority as defined by Article 8 of this Agreement and the procedure set forth below in Article 4.3.

4.3 Whenever a vacancy occurs in a work schedule, said vacancy shall be posted for a period of ten (10) calendar days during which period permanent employees shall have the right to bid on this work schedule in accordance with the established institutional bid procedures at both the Correction and Detention Centers. Award of this work schedule shall be made to the most senior permanent employee bidding on the work schedule no later than ten (10) calendar days following the closing date of the posting. All bids in response to work schedule postings shall be limited to those employees of the institution where the vacancy exists. If a senior employee is denied a bid position, he/she will be informed, in writing, the reason(s) for denial.

4.4 Provisional and temporary employees shall be assigned a work schedule in their respective institution to meet the scheduling needs of that institution. Changes in work schedules for provisional and temporary employees shall be made at the discretion of the Employer to meet the scheduling needs of the institution. Any employee so affected by a work schedule change shall be given reasonable notice with respect to this change.

4.5 Job assignments within work schedules at both the Correction and Detention Centers shall be the sole prerogative of the Employer and shall be made on daily basis to meet the needs of the institution.

4.6 The daily work shift for all employees covered by the terms

of this Agreement shall be for a period of eight (8) hours and ten (10) minutes.

4.7 When a bid position is abolished, the officer shall have the right to exercise bumping rights according to seniority.

5.

#### EQUAL TREATMENT

5.1 The Employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, political affiliation, Union membership, or Union activities.

5.2 The Employer and the Union agree not to interfere with the right of employees to become or not to become members of the Union and further that there shall be no discrimination or coercion against any employee because of Union membership or non-membership.

6.

#### WORK RULES

6.1 The Employer may establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced.

6.2 Any officer hired after January 1, 1986 who fails to successfully complete the Correction Officers Training Academy (COTA) after two (2) attempts will be terminated from County employment.

7.

#### POSITION CLASSIFICATIONS

7.1 The classifications for employees covered by this Agreement are attached hereto as Appendix A and by reference are made a part of this Agreement.

7.2 If during the term of this Agreement, the Employer determines that new classifications are to be established or that changes are to be made in the existing classification, the parties agree that they will consult with a view to arriving at a mutually acceptable determination, including the rate of pay thereof, prior to such changes being made effective.

7.3 Any failure on the part of the parties to agree to any provisions of this Article will be referred to Step 4 of the grievance procedure.

8.

#### SENIORITY

8.1 Seniority is defined as an employee's total length of service with the County, beginning with the date of permanent appointment as a correction officer.

8.2 In the event that two (2) or more employees are permanently appointed on the same date, seniority shall be determined by the order in which their names appear on the Civil service certification list as issued or amended.

8.3 The Employer shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification, and pay rate, and shall furnish copies of same to the Union upon request.

8.4 The Employer shall promptly advise the appropriate Union representative of any changes which necessitate amendments to the seniority list.

9. GRIEVANCE PROCEDURE

9.1 A grievance is defined as:

a. A claimed breach, misinterpretation, or improper application of the terms of this Agreement.

b. A claimed violation, misinterpretation, or misapplication of rules or regulations, existing policy of orders, applicable to the division or department which employs the grievant affecting the terms and conditions of employment.

A claimed grievance shall be discussed grievance shall be discussed between the employee and his immediate supervisor and, if unresolved after discussion, shall be resolved in the following manner:

Step One: The Union Grievance Committeeman shall take up the grievance or dispute with the Warden or Superintendent within five (5) days of its occurrence. Said grievance or dispute shall be presented in writing to the Warden or Superintendent who shall be required to respond in writing to the Union President or designated representative within five (5) working days.

Step Two: If the grievance still remains unsettled it shall be presented by the President or Union Grievance Committeeman to the department director in writing within five (5) days after the response of the Warden or Superintendent is due. Said grievance so presented must include the Warden or Superintendent's response to the first step grievance. The department director shall respond in writing to the Union Grievance Committeeman within five (5) working days.

Step Three: If the grievance is still unsettled, it shall be presented in writing to the County Administrator or his/her designee within five (5) days from receipt of the response of the department director. No later than ten (10) days after receipt of grievance, the County Administrator or his/her designee shall

meet with the employee to discuss the grievance. The County Administrator or his/her designee shall give an answer in writing no later than 10 days after the meeting.

Step Four: If the grievance has not been satisfactorily resolved at Step Three, and the grievance involves a claimed breach, misinterpretation, or improper application of the terms of this Agreement as described in the definition of a grievance in Paragraph 9.1 a above (but not in Paragraph 9.1b), the Union may, within fourteen (14) days after the reply of the County Administrator or his/her designee due, request the Public Employment Relations Commission to supply the parties with a panel of arbitrators. A copy of said notice shall be served upon the department director. The arbitrator shall be selected by the parties in accordance with the rules promulgated by the Public Employment Relations Commission. The decision of the arbitrator shall be final and binding on both parties, it being expressly understood that such binding arbitration is limited exclusively to disputes involving the application, meaning, or interpretation of this Agreement.

9.2 Grievances as defined in Paragraph 9.1b above which have not been satisfactorily resolved between the parties at Step Three shall not be moved to arbitration unless there is mutual agreement in writing between the parties to move said grievance to arbitration. This mutual agreement shall contain a statement or definition of the issue to be arbitrated, which statement may not be modified or changed in the arbitration proceeding.

9.3 The Union and the Employer agree to give reasonable consideration to a request by the department director for meetings to discuss grievances pending at Steps One and Two above. The parties further agree that the Union and/or Department Director shall have the opportunity to meet with the County Administrator or his designee to discuss grievance prior to moving to arbitration.

9.4 Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensation its own representatives and witnesses.

If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record.

9.5 The Union will notify the Employer in writing of the names of its employees who are designated by the Union to represent employees under the grievance procedure. An employee so designated by the Union will be permitted to confer with other Union representatives, employees, and employment representatives



regarding matters of employee representation, during working hours and without loss of pay provided, however, all said employees shall secure the permission of their immediate superior, which permission shall not be unreasonably withheld.

9.6 Representatives of the Union who are not employees previously accredited to the Employer in writing by the Union shall be permitted to come on the premises of the Employer for the purpose of investigation and discussing grievances, so long as such right is reasonably exercised and there is no undue interference with work progress, if they first obtain permission to do so from the employee's department director or his/her designated representative, which permission shall not be unreasonably withheld.

9.7 Grievance forms shall be provided by the county. These forms (in structure) must be approved by the Union.

10. DISCIPLINE/DISCHARGE

10.1 It is expressly understood that the Employer shall have the right to discipline and employee; however, the Employer agrees that it shall not discipline or discharge any employee covered by the terms of this agreement without just cause.

10.2 The County shall be required to set forth any charge or charges against any employee prior to removal, suspension, fine, or reduction in rank. Said charge or charges shall be filed in writing and served upon the employee.

10.3 Any employee who is disciplined or discharged shall have the right to appeal this disciplinary action. It is expressly understood that an employee shall only be entitled to one avenue of appeal and further, that these appeals shall be handled in accordance with the following procedure:

- a. A permanent employee against whom disciplinary action have been taken which resulted in a suspension or fine of more than five days at one time; suspensions or fines more than three times or for an aggregate of more than fifteen days in one calendar year; demotion, discharge or resignation not in good standing shall be required to exercise his statutory right of appeal to the Civil Service Commission and shall be precluded from having the Union move his appeal to binding arbitration.
- b. The Union, in behalf of a permanent employee against whom disciplinary actin has been taken which does not result in a penalty enumerated in paragraph 10.3(a) above, shall have the right to appeal this disciplinary

action to binding arbitration in accordance with Step IV of the Grievance Procedure.

- c. The Union, in behalf of a provisional or unclassified employee against whom any disciplinary action has been taken, shall have the right to appeal this disciplinary action to binding arbitration in accordance with Step IV of the Grievance Procedure.

10.4 Written letters of reprimand and written documentation resulting from the issuance of a verbal reprimand shall be deleted from an Officer's personnel records file 180 days from the date of issuance provided that no additional written reprimands or disciplinary actions emanating from similar circumstances or infraction are issued during this 180 day period.

11. PAY SCALES OR RATES OF PAY

11.1 The 1990-1991 salary range for all employees covered by this Agreement shall be as set forth in Appendix A attached.

11.2 During the term of this Agreement, the pay scales will not be changed unless by mutual consent of the Employer and the Union.

11.3 Employees covered by the provisions of this agreement shall have their annual base salaries increased during calendar years 1990-1991 in accordance with the following schedule:

- a. Effective January 1, 1990, all employees shall receive a four (4) percent salary increase. Effective July 1, 1990 all employees will receive a four (4) percent salary increase.
- b. Effective January 1, 1991 all employees will receive a four (4) percent salary increase plus \$38.00. On July 1, 1991 all employees will receive a four (4) percent salary increase. All employees hired before 1/1/90 shall on 7/1/91 move one step on the salary guide, unless at maximum. On 10/1/91 Steps 3 and 4 and 7 and 8 of the guide will merge.

11.4 A Correction Officer who works in the classification of Correction Officer-Sergeant for at least four (4) hours in any work day shall receive the Correction Officer-Sergeant rate of pay for such work for the time that it is performed.

11.5 When a Correction Officer is promoted to the classification of Correction Officer-Sergeant, then his salary shall be adjusted to Correction Officer-Sergeant rate of pay.

11.6 Openings for employees to perform work in a higher paid classification for at least four (4) hours in any work day shall be given to employees on a seniority basis, if possible; provided, however, that the employee may refuse to exercise his seniority, in which event the position will be open to the less senior employee. The Employer reserves the right to deny an employee his seniority rights to a higher paid classification, but such denial shall not be made without just cause.

11.7 Correction Officers having completed ten (10) years continuous service shall continue to receive an annual two hundred fifty (\$250) dollar stipend which became effective July 1, 1987. The stipend shall not count as earnings in the calculation of overtime payments. Payments shall be made on a prorated basis with each salary check.

11.8 Correction Officers having completed fifteen (15) years of continuous service shall continue to receive an annual five hundred (\$500) dollar stipend which became effective July 1, 1987. The stipend shall not count as earnings in the calculation of overtime payments. Payments shall be made on a prorated basis with each salary check.

## 12. OVERTIME

12.1 Time and one-half the employee's regular rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours:

- a. All work performed in excess of the weekly work schedule.
- b. All work performed on days scheduled as non-working days on the work schedule referred to in Paragraph 4.1 herein.
- c. All work performed on a holiday plus the regular day's pay.

12.2 Double time the employee's regular rate of pay shall be paid for any work in excess of sixteen (16) hours and ten (10) minutes in any twenty-four (24) hour period.

12.3 Overtime opportunities will be distributed as equally as possible among employees in the same classification in accordance with the following procedure:

- a. The names of all permanent employees shall be placed on an overtime list (a separate list, by classification shall be maintained by both the Correction Center and Detention Center) in order of their seniority as established by Article 8 herein.

b. In utilizing the above lists, the officers will be called in the order in which their names appear on the list.

c. If an officer either works or rejects the overtime assignment, then his name will be placed on the bottom of the list.

d. If the institution is unable to contact an officer regarding an overtime assignment, the officer's name will remain in the same position on the list, and the next officer on the list shall be called.

e. An officer who accepts overtime on a scheduled day off is deemed to be the most senior officer for the purpose of determining mandatory overtime on the subsequent shift.

f. Any employee who is in a Without Pay situation as a result of at least seven (7) incidents of absenteeism in the calendar year shall be prohibited from working any voluntary overtime during the next fourteen (14) day period following the date of Without Pay charge.

It is understood that nothing in this clause shall require payment for overtime hours not worked.

12.4 Provision of meals for employees working overtime through a regularly scheduled meal time with the stipulation that the employee has worked four (4) hours overtime, or if the employee is called in on an emergency basis before his starting time and works through the regular breakfast meal.

### 13. CALL-IN TIME

13.1 Any employee who is requested and returns to work during periods other than his regularly scheduled shift shall be paid time-and-one-half for such work and is guaranteed not less than four (4) hours pay at the overtime rate, provided, however, if the employee elects to leave upon completion of the work assignment and such assignment requires two (2) hours or less, said employee will be paid a minimum of two (2) hours at the overtime rate.

If the assignment exceeds two (2) hours, the employee shall be entitled to the guaranteed four (4) hours pay at the overtime rate. If the employee is called into work and arrives within one (1) hour of the time of the telephone call, he/she will be paid for the entire shift.

13.2 In the event that an employee's call-in time work assignment and his/her regular shift overlap, said employee shall be paid in the following manner.

a. If the employee's call-in time work assignment commences more than two (2) hours prior to the start of his/her normal shift, said employee shall be paid time and one-half for all hours worked prior to the start of his normal shift, said employee shall then be paid at his/her normal straight time rate of pay.

b. If the employee's call-in time work assignment commences less than two (2) hours prior to the start of his/her normal shift, said employee shall be paid at the rate of time and one-half for the first two (2) hours worked and for the balance of this employee's regular shift, he/she shall be paid at their normal straight time rate of pay.

14. SHIFT PAY

14.1 Employees working on shifts of which the majority of working hours fall between 3:00 p.m. and 11:00 p.m. shall receive in addition to their regular pay an additional twenty (20) cents per hour.

14.2 Employees working on shifts of which the majority of working hours fall between 11:00 p.m. and 7:00 a.m. shall receive in addition to their regular pay an additional twenty (20) cents per hour.

14.3 If an employee working either of the shifts referred to in the paragraphs above is entitled to premium pay, shift pay shall be paid in addition to said premium.

15. INSURANCE AND RETIREMENT BENEFITS

15.1 The County agrees to provide eligible employees and their eligible dependents with Hospitalization, Medical and Major Medical Insurance through the New Jersey State Health Benefits Program or to provide equivalent or better health benefits coverage through a self-insurance program or independent insurance carrier.

The premium costs for said programs shall be fully paid by the County except that in the election of the Health Maintenance Organization Medigroup Program, an eligible employee shall continue to be required to pay, through payroll deductions, the difference in cost, if any, between standard Hospital/Medical coverage and HMO coverage.

15.2 The County agree to provide Hospital/Medical insurance to eligible retired employees in accordance with the provisions of Chapter 88, Public Law of 1974. Said insurance will continue under any self-insurance program or independent carrier the County may choose.

15.3 The Employer agrees to provide retirement benefits to eligible employees in accordance with the provisions of the New Jersey Public Employees' Retirement System and/or the New Jersey Policemen's and Firemen's Retirement System.

15.4 The County agrees to provide a Prescription Drug Program to eligible employees and their eligible dependents; the premium costs for said program to be paid by the County. Further, for the purpose of this program, eligible employees shall be defined as all full-time permanent employees only. The schedule for co-payment and co-payment generic will be as follows:

Calendar Year 1990	\$4.00 co-payment and \$1.00 co-payment generic
--------------------	--

15.5 The County agrees to provide for the payment of accumulated unused sick leave at the time of retirement of an eligible County employee in accordance with the provisions established by Resolution Number 86-580 adopted December 9, 1986.

15.6 The County agrees to provide a Dental Insurance Program to eligible employees and their dependents; the premium costs for said program to be paid by the County. (Further, for the purposes of this Program, eligible newly hired employees shall be defined as all full-time permanent employees only.)

15.7 The insurance coverage provided for in this section shall be paid for by the Employer without contribution by the employees.

16. PAID LEAVES OF ABSENCE

16.1 BEREAVEMENT DAYS - In the event of the death of a member of the immediate family of any employee covered by this Agreement, the immediate family being mother, father, sister, brother, spouse, child, mother-in-law, father-in-law, sister-in-law, brother-in-law or any other relative living in the household of the employee, said employee shall be excused for a period not to exceed five (5) consecutive days for bereavement purposes, commencing the day of death or the day after date of death. In the event of death of a grandparent or grandchild not living in the household of the employee, said employee shall be excused for the day of the funeral only.

The employee will be paid his regular hourly rate for any such days of excused absence which occur during his normal work week, but in no event more than eight (8) hours pay for any one day.

The County reserves the right to request evidence of death of a family member and/or proof of living arrangement.

16.2 UNION BUSINESS DAYS- Any employee who is duly authorized in writing to be a representative of the P.B.A. shall be granted a leave of absence with pay for the time necessary to conduct P.B.A. business. The P.B.A. shall designate no more than four (4) employees to serve as P.B.A. representatives who shall be allowed to aggregate of no more than sixty (60) days in any calendar year.

The P.B.A. president or his designee shall be permitted time off to attend Union matters before the New Jersey Public Employment Relation Commission and the New Jersey Division of Administrative Law. Such time off shall be limited to matters involving P.B.A. Local 167's status as certified bargaining representative for employees working in the title of Correction Officer. In the event time off from work is required, prior approval must be requested and authorization granted by the Warden, or Superintendent. Such request shall not be unreasonably denied nor shall this time off, with pay, be charged against the sixty (60) P.B.A. days.

16.3 OCCUPATIONAL INJURY LEAVE -Any employee who is disabled because of an occupational injury or illness shall be covered by the provisions of said employees shall be eligible for a leave of absence for the entire period of disability and shall be eligible to receive temporary workers' compensation benefits for the period of their disability as prescribed by law. Said employees shall also receive sick and vacation leave credits during the period of their disability. Personal leave credits shall not accrue during this disability.

In the event said disability shall be the result of a function unique to the duties and responsibilities of a Correction Officer, included but not limited to: assault or battery committed against an officer by a person or persons in his/her custody or being pursued by the officer, an injury resulting from the pursuit of a person or persons, an injury suffered in the transport of a person or persons in his/her custody or an injury incurred in response to a Code-3, said Officer shall be granted a Leave of Absence with full pay. Said leave shall be limited to a maximum period of one (1) year from the date of injury or until temporary disability payments would have terminated, whichever is sooner.

Employees returning from authorized leave of absence will be restored with no loss of seniority or other employee rights, privileges or benefits except as provided above.

16.4 SICK LEAVE - All full-time permanent, full-time temporary of full-time provisional employees shall be entitled to sick leave with pay.

a. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, maternity, accident or exposure to contagious disease. Sick leave may also be utilized for short periods for the attendance by the employee upon a member of the immediate family who is seriously ill.

b. The minimum sick leave with pay shall accrue to any full-time permanent employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days in every calendar year thereafter, said fifteen (15) days to be credited effective January 1st of each succeeding year.

c. The minimum sick leave with pay shall accrue to any full-time temporary, full-time provisional or full-time JTPA employee at the rate of one (1) working day per month as earned.

d. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

e. An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment excepting as provided under Article 15.5.

f. If an employee is absent for reasons that entitle him/her to sick leave, the employee's supervisor shall be notified prior to the employee's usual report time, in conformance with departmental regulations:

(1) Failure to so notify his supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action;

(2) Absence without notice for five consecutive days shall constitute a resignation under N.J.A.C. 4:1-16.14.

g. An employee who has been absent on sick leave for five (5) or more consecutive work days shall be required to submit acceptable medical evidence substantiating the illness.

(1) An employee who has been absent on sick leave for periods totaling more than fifteen (15) days in one calendar year consisting of periods of less than five (5) days shall have his or her sick leave record reviewed and thereafter may be required to submit acceptable medical evidence for any additional sick leave in that year. In cases where an illness is of a chronic or recurring nature causing recurring absences of one day or less, only one submission of such proof shall be necessary for a period



of six months.

(2) The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

h. In case of leave of absence due to exposure to contagious disease, a certification from the Department of Health shall be required.

i. The appointing authority may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the County, by a physician designated by the appointing authority. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

Sick leave credits shall continue to accrue while on a leave with pay. Credits shall not accrue while an employee is on any leave without pay except active military leave.

16.5 PERSONAL LEAVE DAYS - All full-time permanent employees covered by the provisions of this Agreement shall be entitled to three (3) days a year of absence with pay for personal business. Provisional employees hired prior to the execution of this agreement, shall continue to earn personal days at the rate of one day for every four (4) months worked. Newly hired provisional or temporary employees shall not be entitled to personal leave days. Said leave shall not be taken unless forty-eight (48) hours notice thereof has been given to the employee's supervisor. In the event that forty-eight (48) hours notice cannot be given, said leave may be taken only upon authorization by said supervisor. The County reserves the right to deny requests for personal days as conditions warrant but authorization shall not be unreasonably withheld. Personal days shall not be taken in conjunction with vacation or sick leave.

16.6 JURY DUTY - All employees covered by the terms of this Agreement shall be granted a leave of absence with pay when required to serve on jury duty. Employees granted this leave of absence shall be required to reimburse the County for any jury fees or compensation received by them for serving on jury duty.

In the event that an employee is released from jury duty prior to the end of their work shift, said employee shall be required to report to work for the remainder of their shift.

17. NON-PAID LEAVES OF ABSENCE

17.1 All employees covered by this Agreement shall be entitled to a leave of absence without pay for personal illness.

a. Said sick leave of absence without pay may only be utilized by employees when they are unable to perform their work by reason of personal illness, maternity, accident or exposure to contagious disease.

b. To be eligible for sick leave of absence without pay, an employee shall be required to provide the Warden, or Superintendent, with documentation from their personal physician detailing the nature of the illness, and the length of expected absence from duty. Said leave of absence must be approved by the County Medical Examiner. All employees shall be required to be examined by the County Medical Examiner and certified by him/her as fit to return to duty prior to their return to work.

c. Said leaves of absence must be renewed every three (3) months with the approval of the County Medical Examiner.

17.2 An employee shall be entitled to a leave of absence without pay to accept a permanent position with any other governmental agency for a period not to exceed the probationary period for such position or a period for four (4) months, whichever is less.

17.3 The County will grant leaves of absence to two (2) employees to accept full-time P.B.A. employment in conformance with Civil Service Rules and Regulations. Sixty (60) days notice in writing shall be given to the County by any employee requesting such leave.

17.4 All other leaves of absence without pay shall be at the discretion of the County.

17.5 Employees returning from authorized leaves of absence as set forth above will be restored to their original classification at the rate of pay they were earning when the leave of absence commenced, with no loss of seniority, or other employee rights, privileges, or benefits, provided however, that sick leave, vacation leave and longevity credits shall not accrue.

18. CHILD CARE/MATERNITY LEAVE

18.1 A permanent female employee covered by the terms of this Agreement shall be entitled to a leave of absence without pay for maternity purposes. Said leave shall be granted for a six (6) month period upon written certification of the employee's physician that she is unable to work due to her pregnancy and/or childbirth and may be extended for additional three month periods. This certification is subject to approval by the County Physician.

Further, all employees shall be required to be examined by the County Physician and certified by him/her as fit to return to work prior to their return to work.

18.2 Notwithstanding the provisions of Article 16.4 (Sick Leave With Pay) and Article 18.1 (Maternity Leave without Pay), a permanent female employee covered by the terms of this Agreement shall be entitled to a leave of absence without pay for child care purposes for a period of six (6) months. Said leave shall commence effective upon the date of birth of the employee's child and under no circumstances shall be extended beyond this six (6) month period.

19.

#### MILITARY DUTY

19.1 All employees covered by the terms of this Agreement who are ordered or required to perform active military duty shall be granted the necessary time off from work or granted a leave of absence during the period of such military duty in accordance with applicable Federal and State statutory authority. This statutory authority shall be dispositive as to whether or not said time off on leave of absence shall be paid or unpaid.

20.

#### HOLIDAYS

20.1 The following days are recognized paid holidays whether or not worked:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Washington's Birthday	General Election Day
Lincoln's Birthday	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

All other holidays formally declared by resolution of the Board of Freeholders.

20.2 Holidays enumerated in 20.1 above that fall on a Saturday or Sunday shall be observed on the Saturday or Sunday. This Saturday or Sunday observance shall be utilized as the date for overtime and holiday pay calculations. Holidays which fall within an employee's vacation period shall not be charged as vacation days.

20.3 In order to be eligible for holiday pay, an employee must be on the active payroll of the County and must have worked his full regularly scheduled work day before and after the holiday, unless such absence is authorized.

20.4 When a holiday falls on a regularly scheduled day off, employees shall receive an additional day's pay.

21.

ANNUAL VACATION LEAVE

21.1 All full-time permanent employees shall be entitled to vacation leave based on their years of continuous service. Periods on a leave of absence without pay except military leave shall be deducted from an employee's total continuous service for purposes of determining the earned service credit for vacation leave.

21.2 Annual vacation leave with pay for all full-time permanent employees shall be earned as follows:

a. One (1) working day of vacation for each month of service during the remainder of the calendar year following the date of appointment.

b. After one (1) year and to completion of five (5) years, twelve (12) working days.

c. From beginning of sixth (6th) year to completion of tenth (10th) year, fifteen (15) working days.

d. From beginning of eleventh (11th) year to completion of fifteenth (15th) year, twenty (20) working days.

e. After completion of fifteenth (15th) year, twenty-five (25) working days.

21.3 Annual vacation leave with pay for all full-time temporary, full-time provisional and JTPA employees shall be earned at the rate of (1) day per month.

21.4 The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the pay day immediately preceding the employee's vacation period.

21.5 An employee who is called back to work while on authorized vacation, shall be paid time and one-half per day and shall not lose vacation day or days.

21.6 A maximum of ten (10) vacation days, at the option of the employee, may be carried over from one calendar year into the succeeding calendar year. Any remaining vacation allowance must be taken during the current calendar year unless the employee's department director determines that it cannot be taken because of the pressure of work. Any vacation allowance so denied may be carried over into the next succeeding year.

21.7 A permanent employee who returns from military service is

entitled to full vacation allowance for the calendar year of return and for the year preceding, providing the latter can be taken during the year of return.

21.8 An employee who is retiring or who has otherwise separated shall be entitled to the vacation allowance for the current year prorated upon the number of months worked in the calendar year in which the separation or retirement becomes effective and any vacation leave which may have been carried over from the preceding calendar year.

Whenever a permanent employees dies, having to his credit any annual vacation leave, there shall be calculated and paid to his estate a some of money equal to the compensation figured on his salary rate at the time of death.

21.9 Part-time temporary, part-time provisional, seasonal or hourly paid employees shall not be entitled to vacation leave.

21.10 Vacation leave credits shall continue to accrue while an employee is on leave with pay. Vacation credits shall not accrue while an employee is on leave without pay except military leave.

## 22. LONGEVITY

22.1 Every full-time employee, provisional or permanent, classified or unclassified, of the County of Mercer, shall be paid longevity payments on a prorated basis with each salary check during the calendar year and such longevity payment shall be considered in total with the salary for pension purposes.

22.2 Employees having completed five (5) years of continuous service will have added to their gross per annum pay an additional \$300 commencing with the first day of the full pay period following five (5) years of continuous service and for the completion of each additional five (5) years of continuous service thereafter, shall have added to their gross per annum pay an additional \$400.

22.3 Any interruption of service due to a cause beyond the control of the employee, i.e., for military service, injury or illness, shall be considered as service for the County of Mercer for the purpose of determining the completion of said cumulative periods of service with the County of Mercer. Nothing contained in this article shall be construed to apply to any person who employment has been terminated for any reason prior to the effective date of the execution of this contract.

22.4 Such additional longevity payments shall be paid notwithstanding the maximum salary theretofore provided for such employment or for future employment, by resolution, but shall not apply to those officers, positions or employment where

compensation is set by State Statute and the maximum allowed by law is presently being received.

23.

WORK UNIFORMS AND MEALS

23.1 The employer will provide one full set of uniforms to each permanent employee upon the completion of their working test period. The uniforms shall consist of the following:

- a. Three pairs Trousers
- b. Three short sleeve shirts
- c. Three long sleeve shirts
- d. One three-quarter length winter jacket, water repellent
- e. One Eisenhower jacket
- f. Uniforms shall include in addition to normal issue:  
Hats, shoes, belts, and ties

23.2 The employer agrees to pay to each employee the sum of \$550 annually to be used by the employee for the replacement and/or maintenance of his/her uniforms. Replacement parts for uniforms shall adhere to specifications established by the County. The allowance referred to in this sub-paragraph shall be earned monthly, if the employee works one (1) day in said month and, shall be paid semi-annually in June and December, and in the case of new employees, shall be prorated. Any officer who is discharged for caused shall forfeit his/her entitlement to this allowance or any prorated portion thereof. Payment of the fifty (\$50) dollar increase from \$500 to \$550 for calendar year 1988 shall be paid in June, 1989. Uniform allowance checks will be distributed no later than the 15th of June and December.

23.3 One meal per shift will be granted to all employees.

24.

SAFETY AND HEALTH

24.1 The employer shall at all times maintain safe and healthful working conditions and will provide employees with wearing apparel, tools or devices deemed necessary in order to insure their safety and health. When such materials are issued, they shall be used.

24.2 The employer and the P.B.A. will participate in a safety committee in each institution. Each committee is to be comprised of one member appointed by the employer and two union officials.

24.3 The safety committee will confer on working conditions and, where necessary, make recommendations to the Warden and P.B.A. President.

24.4. The safety committee, with reasonable notice, is authorized

to check safety equipment to ensure that it is in working order.

25.

BILL OF RIGHTS

In order to safeguard fundamental rights for correction officers employed by the County of Mercer, it is agreed that:

25.1 Except when on duty or acting in his official capacity as a law enforcement officer, no law enforcement officer shall be prohibited from engaging in political activity, provided his position as a law enforcement officer is not used in any way, whether directly or indirectly while engaging in said political activities. As employed herein, the term "law enforcement officer" shall mean any permanent correction officer.

25.2 Whenever a law enforcement officer has received notice that he is under formal investigation after receipt of a filed complaint shall be in the form of the Notification of complaint attached hereto, for alleged malfeasance, misfeasance, nonfeasance of official duty, with view toward possible disciplinary action, demotion, dismissal, or criminal charges, the following minimum standards shall apply.

a. Any formal interrogation of a law enforcement officer, whether as a subject of the investigation or as a witness, shall take place at the location designated by the investigatory officer, except it shall not be conducted at the law enforcement officers home unless the home is specifically involved in the complaint, and preferably when the employee is on duty. A member of the department shall be compensated for lost time accruing from investigations in accordance with existing Department policy. The questioning of an officer shall be conducted at a reasonable hour in a non-coercive manner, without threat, or promise of reward. The questioning shall be of a reasonable duration and rest periods allowed. Time shall be provided for personal necessities, meals, and telephone calls as are reasonably necessary. The law enforcement officer shall be entitled to the presence of his counsel or any other person of his choice at any interrogation in connection with the investigation.

b. The law enforcement officer being investigated shall be informed at the commencement of any interrogation of the nature of the investigation, including whether the officer is a target of the investigation if known, the statute, rule, or regulation allegedly violated, if known, the names and addresses of any complainants, and the identity and authority of those conducting the investigation. This shall not preclude the employer from subsequently modifying, amending, or changing the statute, rule, or regulation under which the charges are brought. Also, at the commencement of any interrogation of such officer in connection

with any such investigation the officer shall be informed of the identity of all persons present during such interrogation. All questions asked in any such interrogation whenever practicable, shall be asked by or through a single interrogator.

c. No formal hearing by means of which a law enforcement officer may be disciplined or penalized may be brought except upon charges signed by the persons making those charges.

d. The interrogation of the employee concerned shall be recorded mechanically or by written form. "Off the record" questions shall not be permitted. Any recesses called during the interrogation shall be recorded.

e. If an officer is placed under arrest or is likely to be placed under arrest for a criminal offense, he shall be afforded all rights, and in addition, he shall be given the following warning prior to the commencement of any interrogation:

"I am advising you that you are being questioned as a part of an official investigation. You will be asked questions specifically directed and narrowly related to the performance of your official duties. You are entitled to all rights and privileges guaranteed by the laws of the State of New Jersey, including the Constitution of this State, and the Constitution of the United States, including the right to be compelled to incriminate yourself and the right to have legal counsel present at each and every stage of this investigation.

I further advise you that if you refuse to testify or to answer questions relating to the performance of your official duties, you will be subject to Department charges which could result in your dismissal from employment. If you do answer questions, neither your statements nor information or evidence which is gained by reason of such statements can be used against you in any subsequent criminal proceeding. However, these statements may be used against you in relation to subsequent Department charges."

f. It is understood that the provisions of paragraph 24.2 shall not preclude initial or preliminary inquiries by the employer and shall only apply upon the commencement of a formal investigation or the filing of a complaint.

25.3 All investigations against law enforcement officers shall be conducted expeditiously. At least every two (2) months after the commencement of such investigation, as determined by the date that the notification of the complaint is served upon the officer, the officer, if he so requests, is to be informed of the status of the pending investigation. If charges are to be brought against the officer, they should be brought as promptly as possible to ensure that no unnecessary delay occurs which



might prejudice the officer's defense; and, unless unusual circumstances exist, no officer should be prosecuted by the Department for alleged infraction of any rule if more than ninety (90) days transpire between the date the Director of Public Safety or appropriate superior officer had knowledge or should reasonably have had knowledge of the alleged infraction by virtue of information that is normally transmitted to him by routine administrative processes and the service of the preliminary Notice of Disciplinary action.

25.4 There shall be removed from an officer's personnel file all papers, notes, and copies thereof relating to an investigation of a law enforcement officer when the investigation does not result in any disciplinary action or when the officer is exonerated. These items, if retained, shall be maintained separate and apart from the personnel file. The officer may on proper notice inspect these materials at the discretion of the Director of Public Safety.

25.5 No law enforcement officer shall be required to disclose, for any purpose of promotion or assignment, any information concerning his property, income, assets, debts, or expenditures or those of any member of such officer's household, except where such information relates directly to the officer's assignment of duties.

No officer shall be required to take any lie detector or other test designed to determine the truthfulness of any statement as part of any investigation or as a condition of employment.

25.6 There shall be no penalty or threat of any penalty for the exercise by a law enforcement officer of his rights under this Bill of Rights.

## 26. SEPARABILITY AND SAVINGS

26.1 If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority or court of competent jurisdiction to be unlawful, unenforceable or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Upon request of either party, the parties agree to meet and renegotiate any provisions so affected.

## 27. ORAL MODIFICATION

27.1 Any modifications of this Agreement must be formalized in writing and signed by the parties to this Agreement. No oral modification will be deemed valid unless same is reduced to

writing and incorporated into the Agreement.

28.

GENERAL PROVISIONS

28.1 The employer agrees to make available one locked glass enclosed bulletin board at each of the following locations:

CORRECTION CENTER  
DETENTION CENTER

The said bulletin boards shall be used for posting of the following notices:

P.B.A. Meetings  
P.B.A. Elections  
P.B.A. Returns  
P.B.A. Appointments to Office  
P.B.A. Recreational or Social Affairs

28.2 The provisions of this Agreement shall only apply to those employees in the Unit who are on the County payroll and actively at work on or after the date of the execution of this Agreement and those former employees who retired under a State administered pension plan prior to the date of the execution of this Agreement.

29.

DURATION OF THE AGREEMENT

29.1 This Agreement shall become effective January 1, 1988 and shall remain in full force and effect until December 31, 1989. It shall automatically be renewed from year to year thereafter unless either party shall notify the other by certified mail ninety (90) days prior to the expiration date, that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than forty-five (45) days prior to the expiration date.

This Agreement shall remain in full force and effect during the period of negotiations. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the expiration date set forth in the preceding paragraph. Such written notice shall be sent by certified mail.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officers and attested to on the July 18 1977 in the year of Our Lord, One Thousand Nine Hundred and Ninety.

ATTEST:

COUNTY OF MERCER

Catherine DiCostanzo  
Catherine DiCostanzo  
Board of Chosen Freeholder

Bill Mathesius  
Bill Mathesius  
County Executive

ATTEST:

P.B.A. LOCAL 167

Edward Rockal  
Edward Rockal  
Vice-President

Benton Wuensch  
Benton Wuensch  
President

APPENDIX A  
1990-1991 SALARY GUIDE

PAY LEVEL	1/1/90	7/1/90	1/1/91	7/1/91	10/1/91
1	17,680	18,387	19,160	19,926	19,926
1A*	17,680	18,387	19,160	21,916	21,916
2	19,448	20,226	21,073	22,901	23,930
3	20,324	21,137	22,020	23,930	23,930
4	21,238	22,088	23,010	25,960	25,960
5	23,043	23,965	24,962	27,385	27,385
6	24,311	25,283	26,332	29,027	29,027
7	25,770	26,801	27,911	30,767	32,611
8	27,317	28,410	29,584	32,611	32,611
9	28,956	30,114	31,357	34,972	34,972
10	31,055	32,297	33,627	34,972	34,972

\* - PAY LEVEL 1A ARE THOSE OFFICERS HIRED BEFORE 1/1/90